

STATE OF MICHIGAN
COURT OF APPEALS

MALVERN L. CRAWFORD,

Plaintiff-Appellant,

v

WAYNE COUNTY COMMUNITY COLLEGE
DISTRICT and AMERICAN FEDERATION OF
TEACHERS LOCAL 2000,

Defendants-Appellees.

UNPUBLISHED

September 13, 2005

No. 253289

Wayne Circuit Court

LC No. 03-322039-CZ

Before: Whitbeck, C.J., and Sawyer and Fitzgerald, JJ.

PER CURIAM.

Plaintiff Malvern Crawford, acting *in propria persona*, appeals as of right from orders dismissing his complaint against his former employer, Wayne County Community College (the College), and the union that represented him in that relationship, the American Federation of Teachers Local 2000 (the Union). We affirm. We decide this appeal without oral argument pursuant to MCR 7.214(E).

I. Basic Facts And Procedural History

Crawford began working for the College as a part-time instructor in 1975. Over time, conflicts developed concerning Crawford's teaching assignments and classroom incidents, which resulted in several proceedings and decisions dating from 1999 through the commencement of this action four years later. Earlier adjudications involved union proceedings, arbitration, the Michigan Employment Relations Commission, the circuit court, and this Court.¹ The College terminated Crawford's employment in 2002. Crawford filed a grievance in the matter, but the grievance was denied, and the Union chose not to proceed to arbitration.

In July 2003 Crawford, acting *in propria persona*, filed this action. The trial court dismissed the case against the Union on the ground that the allegations in Crawford's complaint

¹ See, e.g., *Crawford v Wayne Co Comm College*, unpublished memorandum opinion of the Court of Appeals, issued July 10, 2001 (Docket No. 222342).

were not sufficiently specific, and that Crawford failed to cure the deficiencies when given the chance to do so. The trial court dismissed the case against the College on the grounds that some of the claims were barred by operation of collateral estoppel, and that the remaining claims were not properly before it because Crawford had failed to exhaust his administrative remedies.

II. Summary Disposition

A. Standard Of Review

We review de novo the trial court's decision on a motion for summary disposition.²

B. Existence Of Factual Dispute

Crawford's first two arguments, as we understand them, are based on the idea that the trial court improperly granted summary disposition because there are disputed factual questions that should have been resolved by means of further discovery and trial. However, under the court rules, a trial court is entirely justified in granting summary disposition without allowing full inquiry into the facts if there are *legal* reasons that a plaintiff cannot prevail, regardless what the facts might be.³ Here, the trial court determined that Crawford's claims were barred by collateral estoppel and failure to exhaust his administrative remedies, which are both valid legal grounds on which to grant summary disposition.⁴

Further, Crawford's contention that there are disputed material facts is not born out by his brief on appeal. Crawford identifies the following four issues as "material facts in dispute": whether he exhausted his administrative remedies, whether the issues he raised were previously adjudicated, whether res judicata bars his claims, and whether the Union's refusal to take his grievance to arbitration is a "final action." However, none of these are *factual* issues; rather, they are all *legal* issues that the trial court, not a finder of fact, must decide.⁵ Therefore, Crawford's arguments that summary disposition was inappropriate are without merit.

III. Trial Court's Reliance On Law The Defense Did Not Cite

Crawford argues that the trial court "abused its discretion by providing case citations and court rule references sua sponte to the defense that they did not plead." Crawford provides no

² *Maiden v Rozwood*, 461 Mich 109, 118; 597 NW2d 817 (1999).

³ See *VanVorous v Burmeister*, 262 Mich App 467, 476; 687 NW2d 132 (2004).

⁴ See MCR 2.116(C)(7) and *Alcona Co v Wolverine Environmental Production, Inc*, 233 Mich App 238, 246; 590 NW2d 586 (1998) (collateral estoppel); MCR 2.116(C)(4) and *Citizens for Common Sense in Gov't v Attorney Gen*, 243 Mich App 43, 50; 620 NW2d 546 (2000) (failure to exhaust administrative remedies).

⁵ See *WA Foote Mem Hosp v Dep't of Pub Health*, 210 Mich App 516, 522; 534 NW2d 206 (1995) (exhaustion of remedies); *McMichael v McMichael*, 217 Mich App 723, 727; 552 NW2d 688 (1996) (collateral estoppel); *Pierson Sand & Gravel, Inc v Keeler Brass Co*, 460 Mich 372, 379; 596 NW2d 153 (1999) (res judicata).

authority for the proposition that a trial court is limited to the legal authorities that the parties provide, but observes that nothing in the court rules or statutory law authorizes a court to “make citations for either party.” Be that as it may, precedentially binding Michigan caselaw makes clear that “[i]t is within the inherent power of a court, as the judicial body, to determine the applicable law in each case,” regardless whether the parties have provided that law to the court.⁶ Contrary to Crawford’s implication, the trial court’s obligation to view the facts in the light most favorable to the nonmoving party when deciding a motion for summary disposition is not implicated by its reliance on applicable law that the moving party did not cite.

IV. Collateral Estoppel

Crawford argues that the trial court erred in concluding that the issues he raised were previously litigated. The trial court concluded that collateral estoppel barred two of Crawford’s claims: that the college had been denying Crawford’s requests to teach geography classes since 1993, and that the college had allowed people without degrees to teach geography classes in violation of the collective bargaining agreement. The trial court determined that these issues had already been fully litigated in 1999.

Crawford’s analysis of this issue identifies no new breaches of contract that he believes were not previously adjudicated. The only specific allegations mentioned in Crawford’s brief that occurred after 1999 are an instance in which the college changed the grades he had given his students and his actual termination, but neither of these claims was barred by collateral estoppel. Crawford implies that he is being unfairly barred from alleging *other* conduct that breached his employment contract, but he does not explain what this conduct was. Crawford’s argument seems to be based on the premise that if the college continued to refuse his requests to teach geography after 1999, collateral estoppel would not apply because those *particular* instances would not have been litigated. What Crawford apparently fails to appreciate is that it is the very purpose of collateral estoppel to prevent a claimant from continuing to raise issues that have been previously determined to have no merit. Stated another way, the college was entitled to refuse Crawford’s requests to teach geography after 1999 because it had already been determined that it was not a violation of the collective bargaining agreement to do so. Crawford’s argument on this point is legally and factually unsupported.

V. Exhaustion Of Remedies

Crawford’s last issue is “[w]hether the Circuit [court] erred when it ruled that the Appellant did not exhaust internal remedies before filing in Court, and that the Plaintiff is barred from seeking relief.” Crawford’s argument implies that the Union failed in its contractual duty to represent him in good faith in connection with a grievance or grievances against his employer. This assertion goes to the substance of his claim against the Union, not to the procedural basis on which that claim was dismissed, and in any event does not bear on the question whether Crawford had in fact exhausted union remedies in connection with his claims against the College. Thus, this argument fails.

⁶ *In re Finlay Estate*, 430 Mich 590, 595; 424 NW2d 272 (1988).

For these reasons, we conclude that Crawford is not entitled to appellate relief.

Affirmed.

/s/ William C. Whitbeck

/s/ David H. Sawyer

/s/ E. Thomas Fitzgerald